

Serial No. 09/470,041
In reply to: Office Action mailed June 29, 2006
Page 9 of 10

REMARKS

This is in response to the Office Action mailed on June 29, 2006. Claims 51-80 are pending in the application and are rejected. With this amendment, the independent claims 51, 61, and 71 are amended. The remaining claims are unchanged.

Claims 51-80 were rejected under 35 U.S.C. 103(a) as being unpatentable over Odom in view of Purcell. With this amendment, the independent claims are amended to include features not shown or suggested in the prior art. Specifically, the claims have been amended to include the features of "facilitating iterative negotiation between the buyers and the sellers through the enterprise of the offer and of specific details of the products and services on the terms form." Because these features are missing from each of the references separately, these features would be missing from any proposed combination of references.

By way of short background, Applicants previously argued that there was no teaching or suggestion in Odom to permit interactive negotiation between the buyers and sellers. To which, the recent Office Action argued that Odom "meets the broadly recited adapted to language" in that "the buyers play an active role, but the disclosure shows more than one option to the seller. Therefore, the seller is active, too." The present amended includes features are not shown or suggested in the prior art.

More particularly, Applicants submit that the present amendments related to "facilitating iterative negotiations. . ." are not shown in Odom. For example, the prior art does not teach or suggest negotiation "of the offer and of specific details of the products and services on the terms form." Rather, Odom only teaches and suggest the buyer participating in the negotiations relating to a single goal of the seller. Buyers attempt to outbid each other, but there is no teaching or suggestion that the bidding includes a negotiation of a number of items related to the transactions such as "of the offer and of specific details . . . on the terms form" as set forth in the claims.

Further, the prior art does not teach or suggest "iterative [which meaning is distinguished from "inter-active" as used above and in the previous amendment] negotiation between the buyers and the sellers" as set forth in the claims. Although Odom shows active buyers and sellers according to the Office Action, it also shows and suggests only limited interface between the two, and that the negotiation does not involve a repeated

Serial No. 09/470,041
In reply to: Office Action mailed June 29, 2006
Page 10 of 10

give and take between the buyer and sellers regarding a plurality issues. This so-called negotiation between the buyers and sellers in Odom does not meet the terms of an "iterative negotiation between the buyers and sellers of the offer and of specific details of the products and services on the terms form" as set forth in the amended independent claims.

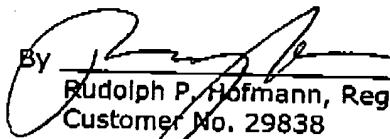
Accordingly, Applicants respectfully request removal of the rejection, and also for favorable action and allowance of the application.

CONCLUSION

Applicants now submit that all pending claims are allowable and respectfully request that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7340.

If any fees are due in connection with the filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Reference 60021-339701).

Respectfully submitted,

By 
Rudolph P. Hofmann, Reg. No. 38,187
Customer No. 29838

Oppenheimer Wolff & Donnelly, LLP
45 South Seventh St.
Plaza VII, Suite 3300
Minneapolis, MN 55402-1609
Telephone: 612-607-7340
Facsimile: 612-607-7100